

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI151800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moss Motors, Ltd.		04/08/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	Principal Global Investors, LLC, as Agent		
Street Address:	801 Grand Avenue		
City:	Des Moines		
State/Country:	IOWA		
Postal Code:	50309		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	7172160	MOSS	
Registration Number:	2999719	VICTORIA BRITISH LTD	
Registration Number:	2984558	VICTORIA BRITISH LTD	
Registration Number:	3410210	CLASSIC GOLD	
Registration Number:	4068003	TOURIST TROPHY	
Registration Number:	3360343	COBALT	
Registration Number:	1825593	VICTORIA BRITISH LTD.	
Registration Number:	1823367	VICTORIA BRITISH LTD	
Registration Number:	1843278	VICTORIA BRITISH LTD.	
Serial Number:	98025689	DYNOLITE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3125778438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$265.00.00 90727814

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	04/08/2024
Total Attachments: 5 source=principal moss auto trademark security agreement executed 2024#page1.tif source=principal moss auto trademark security agreement executed 2024#page2.tif source=principal moss auto trademark security agreement executed 2024#page3.tif source=principal moss auto trademark security agreement executed 2024#page4.tif source=principal moss auto trademark security agreement executed 2024#page5.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Moss Motors, Ltd., a California corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement, dated as of April 8, 2024 (as amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") by and among Radial Automotive Buyer, LLC, a Delaware limited liability company (the "Borrower"), Radial Automotive Intermediate, LLC, a Delaware limited liability company ("Holdings"), the Lenders (as defined therein) and Principal Global Investors, LLC, as administrative agent for the Lenders (including the Swingline Lender) and L/C Issuers; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement, dated as of April 8, 2024 (as amended, amended and restated, supplemented and/or modified from time to time, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to them in the Security Agreement) by and among the Borrower, Holdings, and the other Grantors party thereto, in favor of Principal Global Investors, LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created, arising or acquired:

- (i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);
- (iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Property.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

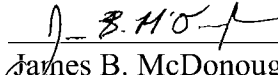
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

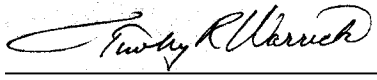
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 8th day of April, 2024.

MOSS MOTORS, LTD.

By: 
Name: James B. McDonough
Title: Vice President, Secretary and Treasurer

ACKNOWLEDGED:

PRINCIPAL GLOBAL INVESTORS, LLC,
as Agent

By: 
Name: Timothy Warrick
Title: Managing Director – Alternative Credit

By: Matthew Darrah
Matthew Darrah (Apr 4, 2024 16:57 EDT)
Name: Matthew Darrah
Title: Managing Director – Underwriting

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
MOSS	7172160	9/26/23
VICTORIA BRITISH LTD	2999719	9/27/05
VICTORIA BRITISH LTD	2984558	8/16/05
CLASSIC GOLD	3410210	4/08/08
TOURIST TROPHY	4068003	12/06/11
COBALT	3360343	12/25/07
VICTORIA BRITISH LTD.	1825593	3/08/94
VICTORIA BRITISH LTD	1823367	2/22/94
VICTORIA BRITISH LTD.	1843278	7/05/94

TRADEMARK APPLICATIONS

Mark	Application No.	Application Date
DYNOLITE	98025689	6/02/23